**CONTRACT FOR PROMOTION AND ADVERTISING**

**(pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended)**

Parties:

1. **Technical University of Liberec**

Registered office: Studentská 2, 461 17 Liberec 1

ID: 46747885

TIN: CZ46747885

Banking connection: xxxxxxx

Account number: xxxxxxx

represented by: Assoc. Prof. Jaromír Moravec, Ph.D., M.Sc., Dean

Person responsible for the contractual relationship: xxxxxxx

Internal contract number: TUL-1001416956

(hereinafter referred to as **"TUL"**)

a

2. **MAGNA International (Germany) GmbH**

 Based in: Kursfürst-Eppstein-Ring 11, DE-63877 Sailauf

Registered á:

UID Number: DE248204591

Bank connection: xxxxxxx

 Account number: IBAN: xxxxxxx

SwiftCode: xxxxxxx

 represented by: Peter Schweickard

 (hereinafter referred to as **"Partner"**)

enter into the following advertising agreement (hereinafter referred to as the **"Agreement"**):

**I.**

**Object and purpose of the Agreement**

1. The purpose of this agreement is to regulate the mutual rights and obligations of the parties in their cooperation within the FS TUL Racing project, with the primary aim of providing sponsorship support to the racing team for the purpose of ensuring participation in competitions and obtaining the necessary resources for the development and construction of the racing formula.
2. The subject of this agreement is the commitment of the Partner to provide financial support to TUL as a sponsorship contribution to support the FS TUL Racing team, and the commitment of TUL to provide the Partner with a counter-performance in the form of advertising and promotion of the Partner, in the manner and within the deadlines set forth in Article II of this agreement. The team values the opportunity to promote the Partner in various forms and will present them according to the specifications set forth in the agreement.

**II.**

**Rights and Obligations of the Parties**

1. TUL undertakes to ensure and carry out advertising and promotion of the Partner in the period from the conclusion of this Agreement until 30.9.2025, as follows: Newsletters, sending photos from the races, promotion on the social networks of the FS TUL Racing team, placing the logo on the website of the FS TUL Racing team (https://www.fstulracing.cz/), placing the logo on promotional materials. Designated area for placing the logo on the formula 100 cm2.
2. The Partner undertakes to pay TUL the agreed remuneration in the amount of EUR 4000 excluding VAT. VAT will be charged according to the valid and effective legislation.
3. Payment of the remuneration according to the previous paragraph 2 shall be made by the Partner by wire transfer to the TUL account on the basis of an invoice issued by TUL and delivered to the Partner. The invoice shall be payable within 30 (thirty) days from the date of delivery to the Partner.
4. The Partner is obliged to provide TUL with all the necessary cooperation for the proper fulfilment of TUL's obligations under paragraph 1, in particular to provide TUL with its logo and name in the form and format in which it is to be presented according to paragraph 1.
5. The Partner shall have the right to control the performance of TUL's obligations under paragraph 1 of this Agreement.

III.

**Final arrangements**

1. Legal relations arising from this Agreement, which are not specifically regulated by this Agreement, are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
2. The rights and obligations under this Agreement shall pass to any successors in title of the Parties. The rights and obligations under this Agreement may be transferred only with the written consent of the other party.
3. In the event that any provisions of this Agreement become invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions of this Agreement shall not be affected.
4. The Agreement shall enter into force on the date of its mutual signature by the authorised representatives of the Contracting Parties, or on the date on which the Agreement is signed by an authorised representative of the Contracting Party signing the Agreement at a later date. The Agreement shall enter into force on the date of its publication in the Register of Contracts. Performance of the subject matter of this Agreement before the entry into force of this Agreement shall be deemed to be performance under this Agreement and the rights and obligations arising therefrom shall be governed by this Agreement. The Agreement shall be published by the Technical University of Liberec in accordance with Act No 340/2015 Coll. (on the Register of Contracts) in the Register of Contracts, to which both parties expressly agree. In this context, the contracting parties are obliged to indicate in the Agreement the data that are subject to anonymisation and will not be published in accordance with the Act on the Register of Contracts. TUL shall not be liable for the publication of data not so marked.
5. All amendments and additions to this Agreement may only be made by written amendments signed by both parties.
6. Any disputes between the parties arising out of this Agreement shall be settled amicably. If no amicable solution can be reached, the parties agree on the local jurisdiction of the court of competent jurisdiction determined according to the domicile of the donee.
7. The Agreement is concluded electronically. If it is concluded in paper form, it shall be drawn up in two identical copies, each of which shall have the force of an original. Each Party shall receive one copy.
8. Both parties declare that they have carefully read the Agreement and affix their signatures to prove their agreement with the above mentioned provisions:

|  |  |
| --- | --- |
| Sponsor's stamp and signature.................................................Peter SchweickardIn Sailauf on March 26, 2025 | Sponsor's stamp and signature...................................................Assoc. Prof. Jaromír Moravec, Ph.D., M.Sc.In Liberec on March 18, 2025 |